

The following General Terms and Conditions replace the previous General Terms and Conditions and will enter into force on 01.02.2022, 0.00 a.m. The General Terms and Conditions are for use in business relationships with entrepreneurs.

## I. General, applicable law

### 1. User of these General Terms and Conditions

The user of these General Terms and Conditions is Auktion & Markt AG (hereinafter referred to as “**User**”), a public limited company founded in accordance with the law of the Federal Republic of Germany, with its registered office in Wiesbaden, entered in the commercial register of the District Court of Wiesbaden under register number HRB 20968.

### 2. Subject of these General Terms and Conditions

The subject of these General Terms and Conditions (hereinafter referred to as “**GT&C**”) is the regulation of the sale of movable items (hereinafter referred to as “**Item/s**”) by the User as an entrepreneur to people, who are also entrepreneurs and not consumers (hereinafter referred to as “**Buyer**”). The sale is carried out via the User’s internet platforms and the external procedure is similar to an auction. However, from a legal perspective purchase transactions come about through an offer and acceptance in accordance with §§ 145 – 151 German Civil Code (BGB).

### 3. Other General Terms and Conditions

Exclusively the GT&C of the User shall apply. GT&C of the Buyer are not applicable, unless the User has expressly consented to these GT&C in text form.

These General Terms and Conditions also apply to future transactions with the Buyer, insofar as they have not been replaced by the User before the future transactions by others and they have been notified to the Buyer or insofar as more specific GT&C are applied and they have been notified to the Buyer.

### 4. Subject to amendments

The User has the right to amend these General Terms and Conditions unilaterally, insofar as this is necessary to correct any disturbances to equivalence which arise subsequently or to make adjustments to changes in the statutory or technical framework conditions as well as in the event of changes to case law or other equivalent reasons.

The Buyer will be informed about the amendments through a notification of the amended stipulations by e-mail to the most recently known e-mail address of the Buyer. The amendment will become a component of the contract unless the Buyer objects to this in writing or in text form within six weeks after receipt of the notification of the amendment and its inclusion in the contractual relationship.

### 5. Applicable law

The law of the Federal Republic of Germany shall apply exclusively with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## II. Registration and authorisation as a Buyer, password

### 1. Registration as a Buyer

a) Consumers in accordance with § 13 BGB cannot be Buyers. Buyers can only be entrepreneurs in accordance with § 14 BGB, who buy the Item to exercise their trade or profession, if the subject of the trade or profession is trading in vehicles.

b) Every Buyer must register and have the registration confirmed in text form before they participate in an auction for the first time. Every Buyer must expressly explain and provide evidence of their entrepreneurial credentials and their credentials as a vehicle dealer with the latter accounting for the main part of their business.

c) With regard to Buyers with their registered office within the Federal Republic of Germany, the following are always required as evidence: The latest copy of the business registration, the merchants and companies entered in the commercial

register as well as the latest extract from the commercial register, a copy or a scan of the personal identification document of the owner of the business or the general manager or member of the board entered in the commercial register.

d) With regard to Buyers with their registered office outside the Federal Republic of Germany, submission of the above-mentioned documents is required and the documents must have an issue date relating to the User which is a maximum of six months before the registration.

e) If the company owner or the statutory representative body of the company entered in the commercial register is not resident or does not have his normal place of residence in the relevant country where the registered office of the company is located, then proof of the place of residence with a current date must be submitted additionally.

f) With regard to Buyers with their registered office in a state of the European Union and Buyers with their registered office in the Federal Republic of Germany, the notification of the valid tax number or value added tax identification number granted to them is also required.

g) Buyers from a state of the European Union must additionally submit a scan of both pages of the identity card/passport of the company owner or the statutory representative of the company.

h) In addition to the above-mentioned documents, all Buyers must send back the registration agreement signed by the company owner or a statutory representative to the User.

As for the rest, the User shall determine the scope and nature of the evidence required.

## 2. Authorisation as a Buyer, change to Buyer data

a) If the Buyer provides evidence that he is an entrepreneur within the meaning of the provisions above, he will receive confirmation of registration from the User. The User also retains the right to register the Buyer, but will not refuse authorisation unreasonably.

b) Every Buyer must submit changes to his data (e.g. name, registered office, address) to the User immediately in text form and submit the corresponding evidence (e.g. new trade registration, latest extract from the commercial register).

## 3. Password

The Buyer must keep his access data to the User's auctions, in particular the password and the "nickname" secret.

## III. Coming about of a contract

### 1. Request for the submission of offers

The User will put Items up for sale in auctions in electronic auction catalogues. Every Item has a minimum price and/or a fixed price in the catalogue. It is also stated for every Item whether it is a new or used Item and whether the sale is exceptionally being carried out as a "Net sale", in other words the purchase price is understood to be the highest offer excluding value added tax. When the auction catalogue is published on the internet, the User will ask authorised Buyers to submit offers.

### 2. Offers, "End-phase", offer deadline, commitment to offers

a) Offers can be submitted by manually entering figures during the ongoing offer period including the "Countdown phase" (e.g. "Hotbid phase" or "Multibid phase" hereinafter referred to as "End-phase") or by submitting a maximum price offer in the electronic bidding agent.

The bidding agent is a technical instrument, which continually automatically makes bids that are higher than the offers made by other Buyers in steps with a minimum increase up to the Buyer's maximum price offer.

b) The duration of an auction and the End-phase will be specified again by the User for every auction. The End-phase starts again with every new offer submitted during the End-phase. If no further offer is submitted during an End-phase, it will finish at the end of the time stipulated by the system and the auction is over. No more offers can be submitted after the end of the auction..

c) The User retains the right to end the auction earlier if special circumstances arise.

d) The Buyer will submit an offer by entering a number during the ongoing auction. The offer can also be below the minimum price. The Buyer is committed to his offer at the same level or a higher level than the minimum price until 48 hours after the

end of the auction; with regard to offers under the minimum price, which are shown on the screen as “under reserve”, the Buyer is committed to his offer until 72 hours after the end of the auction.

### 3. Fixed price, auction without an End-phase

- a) Instead of a minimum price, the Item can also be additionally or exclusively be put up for sale with a fixed price.
- b) Instead of finishing at the end of an End-phase, an auction can also finish at the end of a period prescribed by the system without an End-phase.
- c) With a combination of the minimum and fixed price, an auction can also finish immediately when the fixed price is reached, if the auction does not envisage an End-phase. If the auction envisages an End-phase, bids can be made above the fixed price during the End-phase.
- d) As for the rest, the duration of the binding offers and the acceptance of offers by the User are guided by these GT&C.

### 4. Acceptance of the offer

- a) The User can refuse offers made by the Buyer under the minimum price or fixed price. The User can also refuse offers which are equal to or above the minimum price or fixed price and is not obliged to accept offers made by the Buyer.
- b) The User will accept the highest offer, insofar as he does not make use of his right to refuse offers.
- c) The acceptance of the offer will take place by sending the invoice to the customer's mail-box; as for the rest, the Buyer waives a separate declaration of acceptance.
- d) With regard to special auctions (wheel and e-bike auctions, YUC-auctions without CoC) and auctions where the location of the vehicle is outside the Federal Republic of Germany, acceptance of the offer will take place by notification via e-mail that the User has accepted the offer; as for the rest, the Buyer waives a separate declaration of acceptance.

### 5. Purchase contract

When the offer is accepted by the User in accordance with Section III. 4., a purchase contract comes about between the User and the Buyer.

### 6. Purchase price

#### a) Buyers from the Federal Republic of Germany

The purchase price corresponds to the highest offer made by the Buyer and includes the value added tax applicable in the Federal Republic of Germany (“Gross purchase price”) at the relevant statutory level, insofar as a “Net sale” has not been specifically stated in the auction catalogue for the relevant Item. With regard to German Buyers, the User will issue an invoice in accordance with the regulations clearly showing the net purchase price and the value added tax at the relevant statutory level. The above-mentioned sentence does not apply if the sale is subject to differential taxation in accordance with § 25a Value Added Tax Act..

#### b) Buyers from EU states outside the Federal Republic of Germany

aa) Buyers from other EU states outside the Federal Republic of Germany must notify the User in text form of the valid international value added tax identification number issued to them before submitting an offer on the Item which is subject to normal value added tax law and in doing so also guarantee to the User in text form that the Item will immediately be taken to another EU state outside the Federal Republic of Germany.

bb) The Buyer will initially receive a gross invoice for the purchase price and the contract processing costs. If the conditions of the German Value Added Tax Act exist, the Buyer will receive a net invoice for the purchase price and the contract processing costs.

cc) The invoice must be settled via a transfer from a bank account in the name of the Buyer in the Federal Republic of Germany.

dd) The records to be submitted by the Buyer for correct processing within the meaning of the German Value Added Tax Act can be found in the separate EU Buyer information [\[Downloads\]](#).

#### c) Buyers from non-EU states (“third countries”)

Buyers from third countries must pay a security deposit on the purchase price of the Item at the level of the relevant valid rate of value added tax in the Federal Republic of Germany to the User. The security deposit will be reimbursed to the Buyer as

soon as the conditions exist under value added tax law. The original completed export declaration with a stamp by the EU border customs office is to be submitted to the User for this purpose. The entitlement to reimbursement of the security deposit can be assigned only with the consent of the User.

## **d) Contract processing costs**

aa) The Buyer will bear the contract processing costs in addition to the purchase price. The contract processing costs ("Charges") depend on the User's relevant valid price list, which can be viewed under [Downloads](#). Insofar as special price lists are used, they must be notified in advance to the Buyer.

bb) The contract processing costs are due for payment immediately together with the purchase price.

## **e) Costs of payment transactions, performance**

aa) The Buyer must bear any bank charges which arise from a bank transfer, in particular those regarding a transfer abroad.

bb) If the collection of cheques or bills of exchange has been agreed in an individual case, this will take place only on account of performance and not in lieu of performance.

## **IV. Electronic invoices**

The Buyer gives his consent to the transmission of electronic invoices. The electronic invoice will be sent to the customer's mail-box.

## **V. Obligation to provide payment in advance**

After the conclusion of the contract, the Buyer is obliged to pay the purchase price and the contract processing costs (Section III. No. 5. GT&C) in advance. The Buyer will receive the Item only after full performance of his payment obligations.

## **VI. Transfer or risk, collection, transfer of ownership**

### **1. Transfer of risk**

On payment of the purchase price, the risk of any accidental

deterioration and the risk of accidental destruction of the Item is transferred to the Buyer.

## **2. Collection**

a) The Item is to be collected by the Buyer at the latter's costs from the location of the Item.

b) Buyers from EU-states outside the Federal Republic of Germany can collect the Item only through a freight forwarding company instructed in the name and on the account of the Buyer and arrange for it to be exported from the Federal Republic of Germany.

Collection by the buyer or collection by another third party is not permitted.

A freight forwarding certification is to be submitted by the freight forwarding company in accordance with the User's sample certification ("expanded freight forwarding certification").

## **3. Transfer of ownership**

The Buyer will receive a collection slip after payment of the invoice. The Item will be handed over to the Buyer on presentation of the collection slip at the location stated and its ownership will be transferred to the Buyer subject to the stipulations in Section VIII. GT&C.

## **VII. The User's right of retention**

The User has the right to refuse to hand over the collection slip and the Item until the Buyer has satisfied all the liabilities due to the User, even if the liabilities have arisen from other purchases and/or other legal relationships.

## **VIII. Reservation of ownership**

1. The User will retain ownership of the Item until all the liabilities owed to him now and in the future arising from the purchase contract and the business relationship with the customer have been satisfied.

2. The customer is authorised to re-sell the item under reservation of ownership in the normal course of business. The

Buyer is forbidden from pledging or transferring the Item by way of security. All the liabilities arising from the re-sale, including all ancillary rights as well as any transferable claims for compensation against a credit insurance are hereby assigned by the Buyer to the User. The User hereby accepts the assignment.

3. The User is obliged to release his securities at the request of the Buyer to the extent that the achievable value of the securities exceeds the liabilities to be secured by more than 10%; the User is responsible for selecting the securities which are to be released.

## **IX. Payment terms and reservation of subsequent performance, retention**

1. The purchase price and the contract processing costs are due in full on receipt of the invoice. The Buyer will fall into arrears without any further declarations by the User seven days after receipt of the invoice, insofar as he has not paid.

2. If defects exist, the Buyer has no right of retention, unless the Item is obviously defective or the Buyer has an obvious right to refuse acceptance of the Item. In such a case, the Buyer has a right of retention only insofar as the amount retained is in an appropriate proportion to the defects and the expected costs of subsequent performance (in particular the rectification of defects).

3. The Buyer has no right to assert claims and rights owing to defects, if he has not paid invoices which are due and insofar as the amount due (including any payments made) is in an appropriate proportion to the value of the movable Item with the defects.

## **X. Withdrawal from the contract, rights in the event of payment arrears. Offsetting rights and rights of retention**

### **1. Withdrawal**

a) The User has the right to withdraw from the contract if the Buyer has provided incorrect information about his credit-worthiness, has stopped making payments or an application has been made for insolvency proceedings regarding his

assets or an application for the initiation of insolvency proceedings regarding his assets has been refused owing to a lack of assets.

b) If the Item is damaged or destroyed before the transfer or risk to the Buyer, the User has the right to withdraw from the purchase contract if the User notifies the Buyer immediately about the damage or destruction and immediately reimburses the purchase price paid plus the contract processing costs to the Buyer. More extensive reciprocal claims no longer exist after the withdrawal on repayment of the purchase price plus the contract processing costs.

c) If the Item sold is damaged or destroyed after the transfer of risk to the Buyer and before the transfer of ownership owing to a circumstance for which the User is responsible, the User has the right to withdraw from the purchase contract if the User notifies the Buyer immediately about the damage or destruction and immediately reimburses the purchase price paid plus the contract processing costs to the Buyer. More extensive reciprocal claims no longer exist after the withdrawal on repayment of the purchase price plus the contract processing costs.

### **2. Losses caused by delay**

a) The first warning establishing the delay is free of charge. If payment is not made, a second warning will be given with a charge to the Buyer of € 15, unless the Buyer provides evidence that the User has not incurred an expense or not at this level.

b) The User has the right in the event of a delay by the Buyer to demand interest on arrears at the statutory level in each case (currently nine percentage points) above the relevant basic interest rate. The assertion of a higher loss remains reserved for the User. The Buyer reserves the right to provide evidence that the User has incurred no interest rate loss or a lower interest rate loss.

### **3. Offsetting rights and rights of retention**

The Buyer is entitled to offsetting rights and rights of retention only if his counter-claims have been determined in law, are undisputed or recognised by the User.

## **XI. Reservation of amendment to the information on equipment, vehicle description aggregated bidding (car-auctions.de)**

1. The information regarding the Item's equipment and descriptions of its current condition were compiled by the User to the best of its knowledge and included in the auction catalogues. Minor deviations regarding the Item supplied will be accepted by the Buyer and this applies for example to minor fittings. Additional fittings are always to be regarded to be an improvement to the Item supplied.
2. Information in the sales catalogues does not represent agreed properties, is not an assurance of a certain fitness for use and is not a warranty declaration.
3. The presentation of the vehicle in words and images as part of the auction under the URL [www.car-auctions.de](http://www.car-auctions.de) represents a mere transfer of knowledge. The presentation of the vehicle in words and images is made on the basis of the information and description provided by the previous owner.

## **XII. Demurrage**

1. If the delay in acceptance by the Buyer leads to a delay in acceptance, the User can charge a sum of € 6.00 per day plus the relevant valid statutory value added tax.
2. The Buyer is permitted to provide evidence that the User has incurred no loss or a considerably lower loss. The User is permitted to provide evidence that a higher loss has occurred.

## **XIII. Reservation of self-delivery**

1. Correct and prompt self-delivery remain reserved. The User will immediately inform the Buyer if the Item is not available and in the event of a withdrawal, will reimburse the Buyer with the corresponding consideration.
2. More extensive claims of the Buyer are ruled out.

## **XIV. Material defects and defective titles, liability**

### **1. Material defects and defective titles**

a) Claims for material defects and defective titles are ruled out for used Items.

b) With regard to new Items, the User assigns the claims against the manufacturer of the Item (and against the supplier of the User) owing to claims for material defects and defective titles to the Buyer. However the User is liable in the second degree for material defects and defective titles in accordance with the purchase law of the BGB, if the manufacturer of the Items (or the supplier of the User) does not satisfy the claims for material defects and defective titles of the Buyer arising from assigned law or does not satisfy them in full.

### **2. Liability arising from culpability in contractual negotiations and liability in tort**

Liability owing to culpability in contractual negotiations and from unauthorised actions is ruled out.

### **3. Limitation of all exclusions of liability in these General Terms and Conditions**

The liability of the User towards the Buyer is excluded from the legal limitations in these GT&C for

- Intent or malice or an expressly declared guarantee,
- Losses caused intentionally or as a result of gross negligence,
- Losses owing to a culpable breach of major contractual obligations [major contractual obligation are those obligations whose satisfaction actually makes the correct implementation of the contract possible in the first place and on whose compliance the contracting partner - here the Buyer - is permitted to trust on a regular basis],
- Losses arising from injury to life, physical injury or harm to health, which is based on a negligent breach of an obligation by the User or an intentional or negligent breach of an obligation by his legal representative or vicarious agent.

### **XV. Limitation of the liability of the User in the event of gross negligence**

The liability of the User is limited in cases of gross negligence to the typical contractual foreseeable loss. The limitation of liability does not apply if an injury to life, physical injury or



harm to health is caused simultaneously as a result of the gross negligence.

## **XVI. Limitation of the liability of the User in the event of a breach of a major contractual obligation**

The liability of the User is limited in cases of the breach of a major contractual obligation to the typical contractual foreseeable loss. The limitation of liability does not apply if an injury to life, physical injury or harm to health is caused simultaneously as a result of the breach of a major contractual obligation.

## **XVII. Claims for compensation, which are not associated with a defect**

Insofar as claims for compensation of any kind exist against the User, which are not associated with a defect, they are ruled out.

## **XVIII. Force majeure**

1. If the parties cannot satisfy their performance obligations owing to force majeure in full or not on time, the relevant other party must be informed about this immediately.

2. Force majeure means the occurrence of an event or circumstance ("event of force majeure"), which prevents the party for satisfying one or more of its contractual obligations, if and to the extent that it provides evidence that

a) this hindrance is outside its reasonable control; and

b) it could not have been reasonably foreseen at the time the contract was concluded; and

c) the effects of this hindrance could not have reasonably been avoided or overcome by the party concerned.

3. Until there is evidence to the contrary, it is assumed for the following events which affect the party that they satisfy the conditions for the assumption of force majeure under Paragraph

1. and 2. In this case the party concerned must provide evidence only that the condition under Paragraph 2 letter (c) has actually been satisfied:

a) War (declared or undeclared), hostilities, attacks, actions by foreign enemies, extensive military mobilisation;

b) Civil war, uproar, rebellion and revolution, military or other seizures of power, insurrection, acts of terror, sabotage or piracy;

c) Currency or trade restrictions, an embargo, sanctions;

d) Lawful or unlawful official actions, compliance with legislation or governmental orders, dispossessions, seizure of works, requisition, nationalisation;

e) Pests, epidemics, pandemics, natural disasters or extreme natural events;

f) Explosion, fire, destruction of equipment, longer cancellations of means of transport, telecommunication, information systems or energy; g) general work unrest such as a boycott, strike and lockout, go-slow, occupation of factories and buildings.

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4. The party which successfully invokes the above-mentioned clause, is released from the obligation to satisfy its contractual obligations and from every obligation to provide compensation or from every other contractual legal remedy owing to a breach of contract; however, only if it notifies this immediately. If the notification is not immediate, then the release will take effect only from the time when the notification reaches the other party. The other party can suspend the satisfaction of its obligations if force majeure is actually assumed as of the time of this notification.

5. If the effect of the hindrance or event which has been asserted is temporary, the consequences presented in Paragraph 4. shall apply only for as long as the hindrance or event which has been asserted prevents the satisfaction of the contractual obligations by the party concerned. The party concerned must inform the relevant other party as soon as the hindrance no longer prevents the satisfaction of the contractual obligations.

6. The party concerned will take all reasonable measures to limit the effects of the event to which it has invoked.

7. If the duration of the hindrance which has been asserted results in what the party concerned was justifiably able to expect by operation of law being largely withdrawn, then it has the right to withdraw from the contract by notifying the other party within an appropriate period of time. If nothing to the contrary has been agreed, the termination can be declared if the duration of the hindrance or event has exceeded 120 days. Claims for compensation do not exist in cases of force majeure.

## **XIX. Extraordinary end of an auction, removal of Items**

1. The User retains the right to end the auction early if factual circumstances exist. The User will not end auctions early unreasonably.
2. The User retains the right to remove Items from an ongoing auction.

## **XX. Rights of rescission**

Rights of rescission of the Buyer are ruled out. The right of rescission owing to a malicious deceit or unlawful threat is ruled out from this (§ 123 BGB).

## **XXI. Requirement to give notice of defects**

The Buyer is obliged to notify obvious defects within one week after receipt of the goods to the User; sending the notification within the period is sufficient to comply with the deadline. Defects which occur later must be notified immediately. The defects must be described in text form and in as much detail as possible by the Buyer.

## **XXII. Overburdening of the expenses for subsequent performance, costs of unjustified notification of defects**

1. Insofar as a statutory obligation to bear the costs of expenses required for the purpose of subsequent performance exists, the User is not obliged to bear them insofar as they increase because the Item is brought to a location other than the branch of the Buyer.

2. The application of §§ 445a, 478 BGB (Right of recourse of the User) remains unaffected. Irrespective of more extensive claims of the User, in the event of an unjustified notification of defects, the Buyer must compensate the User for expenses to inspect and rectify the defect - insofar as this is requested.

## **XXIII. Claims for compensation by the User**

1. The right of the User to request compensation depends on the statutory provisions, insofar as nothing to the contrary is specified in these General Terms and Conditions.
2. If the User requests compensation instead of performance and if the Item has not yet been despatched by him or if it is accepted back by him, then he is entitled to a flat rate of 10% of the purchase price as compensation, also without special evidence. Evidence of a lower loss than the above-mentioned flat rate loss remains reserved for the Buyer. If the User provides evidence of a more extensive loss, he can also request that compensation is provided for this.

## **XXIV. Withdrawal**

The Buyer can withdraw from the contract as part of the statutory provisions only if the User is responsible for a breach of obligations. In the event of a breach of obligations, the Buyer must declare within an appropriate period of time at the request of the User whether he is withdrawing from the contract owing to the contractual breach or whether he is insisting on delivery. However, in the event of defects, the statutory provisions about withdrawal will apply, subject to the above-mentioned provisions in these General Terms and Conditions.

## **XXV. Period of limitation**

1. Insofar as a used Item is the subject of the delivery, the period of limitation for claims for compensation owing to defects – for whatever legal reason – is six months. It is one year for other claims and rights owing to defects. Insofar as a new Item or one which is to be produced is the subject of the delivery, the period of limitation owing to defects – for whatever legal reason – is one year uniformly.



2. The periods of limitation applicable to claims for compensation in accordance with Paragraph 1. apply to all claims for compensation against the contractor, which are associated with the defect – regardless of the legal basis of the claim.

3) However, the above-mentioned periods of limitation apply with the following requirement:

a) The periods of limitation generally do not apply in the event of intent or fraudulent concealment of a defect or insofar as the seller has assumed a guarantee for the properties of the subject of the delivery.

b) The periods of limitation also do not apply to claims for compensation if there is a grossly negligent breach of an obligation in the event of a culpable breach of major contractual obligations – not existing in the delivery of a defective Item –, in cases of an injury to life, physical injury or harm to health caused culpably or to claims in accordance with the Product Liability Act.

c) The periods of limitation for claims for compensation also apply to the replacement of expenses made in vain.

(4) The period of limitation begins with the handover for all claims for compensation.

## XXVI. Contractual language

The contractual language is German. This applies regardless of the opportunity of the User being able to offer these GT&C or sales presentations in other languages.

## XXVII. Place of performance and exclusive place of jurisdiction, general information, prohibition of assignment

### 1. Place of performance and exclusive place of jurisdiction

The place of performance and exclusive place of jurisdiction for both contracting parties is the registered office of the User, and was also for lawsuits in proceedings concerning bills of exchange and cheques.

## 2. General

Should individual parts of these General Terms and Conditions breach statutory provisions or be ineffective for other reasons, this does not release the Buyer from the obligation of acceptance of the Item and compliance with the other agreements. Should one of the provisions be or become ineffective, this will not affect the effectiveness of the remaining provisions. In this case the statutory provision which is closest to the ineffective provision in economic terms shall apply instead of the ineffective provision. The above-mentioned also applies in the event of loopholes.

## 3. Prohibition of assignment

The rights of the Buyer arising from the purchase contract which has been concluded can be assigned only with the consent of the User.

## XXVIII. Marketplace

The following additional special features apply to the “Marketplace” online sales event:

### 1. Request for the submission of offers

Instead of a minimum price, the movable Item has a fixed price. The Buyer is requested to submit a binding purchase offer via the “Purchase request” button.

### 2. Period for offers, offers, commitment to offers

- a) There is no “End-phase”.
- b) The Buyer will submit a binding offer by entering a number.
- c) After submitting an offer, the Buyer will receive an e-mail with all the important data about the vehicle as well as the offer made by the Buyer.
- d) The Buyer is committed to his offer until the end of the second working day after submission of his purchase request.